

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICIATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO VOLUME I OF THE SPECIFICATIONS

CHANGES TO THE BID SCHEDULE.

1) Replace the Bidding Schedule with the attached new Bidding Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-01-B-0011."

CHANGES TO THE SPECIFICATIONS.

2) Replacement Sections - Replace the following section with the accompanying new section of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-01-B-0011."

SECTION 01411 ENVIRONMENT PROTECTION FOR LACKLAND AFB
(Changes were made to paragraph 01411-1.15 SOIL & WATER MANAGEMENT PLAN)

END OF AMENDMENT

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-01-B-0011
Child Development Center (Title)
Lackland Air Force Base, San Antonio, Texas (Location)

Solicitation No. DACA63-01-B-0011

BIDDING SCHEDULE
 (To be attached to SF 1442)

BASE BID: All work required by the plans and specifications exclusive of work required by Option Bid Items.

Item No.	Description	Quantity	Unit	Unit Price	Amount
0001	Child Development Center Building (complete incl. all utilities to 1500 mm line exclusive of all work listed separately).				
		Job	Sum	***	\$_____
0002	Site Work and Supporting Utilities for the Child Development Center Building (complete incl. all utilities outside the 1500 mm building line, earthwork, paving, sidewalk, fencing, playground surfacing and landscaping, and exclusive of all work listed separately).				
		Job	Sum	***	\$_____
Am#1 0003	Final Record Drawings				
		Job	Sum	***	<u>\$46,250</u>

TOTAL BASE BID \$_____

Am#1 0004 OPTION NO. 1: Not used.

0005 OPTION NO. 2: Additional cost for all work required by the plans and specifications for the nature trail.

Job Sum *** \$_____

0006 OPTION NO. 3: Additional cost for all work required by the plans and specifications for installation of the Ladd Street extension.

Job Sum *** \$_____

0007 OPTION NO. 4: Additional cost for all work required by the plans and specifications for landscaping indicated as Bid Option 4.

Job Sum *** \$_____

0008 OPTION NO. 5: Additional cost for all work required by the plans and specifications for equipment and dumpster screen walls.

Job Sum *** \$_____

0009 OPTION NO. 6: Additional cost for all work required by the plans and specifications for landscaping indicated as Bid Option 6.

Job Sum *** \$_____

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-01-B-0011

0010 OPTION NO. 7: Additional cost for all work required by the plans and specifications for landscaping indicated as Bid Option 7.

Job	Sum	***	\$_____
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0011 OPTION NO. 8: Additional cost for all work required by the plans and specifications for certain identified kitchen equipment.

Job	Sum	***	\$_____
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0012 OPTION NO. 9: Additional cost for all work required by the plans and specifications for the furniture (CID package) and refrigerators in care modules associated with the Base Bid.

Job	Sum	***	\$_____
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0013 OPTION NO. 10: Additional cost for all work required by the plans and specifications for CCTV associated with the Base Bid.

Job	Sum	***	\$_____
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0014 OPTION NO. 11: Additional cost for all work required by the plans and specifications for playground equipment and installation, including the storage sheds, and shade structures.

Job	Sum	***	\$_____
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Am#1 0015 OPTION NO. 12: Not used.

Am#1 0016 OPTION NO. 13: Not used.

Am#1 0017 OPTION NO. 14: Additional cost for all work required by the plans and specifications for two care modules.

Job	Sum	***	\$_____
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Am#1 0018 OPTION NO. 15: Additional cost for all work required by the plans and specifications for two care modules.

Job	Sum	***	\$_____
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Am#1 0019 OPTION NO. 16: Additional cost for all work required by the plans and specifications for two care modules.

Job	Sum	***	\$_____
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Am#1 0020 OPTION NO. 17: Additional cost for all work required by the plans and specifications for wrought iron fence.

Job	Sum	***	\$_____
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Am#1 0021 OPTION NO. 18: Additional cost for all work required by the plans and specifications for customer parking.

Job	Sum	***	\$_____
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Am#1 0022 OPTION NO. 19: Additional cost for all work required by the plans and specifications for landscaping indicated as Bid Option 19.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-01-B-0011

	Job	Sum	***	\$_____
Am#1	<u>0023 OPTION NO. 20:</u> Additional cost for all work required by the plans and specifications for playground surfacing.			

	Job	Sum	***	\$_____
Am#1	<u>0024 OPTION NO. 21:</u> Additional cost for all work required by the plans and specifications for the furniture (CID package) in care modules associated with the Bid Option #14.			

	Job	Sum	***	\$_____
Am#1	<u>0025 OPTION NO. 22:</u> Additional cost for all work required by the plans and specifications for the furniture (CID package) in care modules associated with Bid Option #15.			

	Job	Sum	***	\$_____
Am#1	<u>0026 OPTION NO. 23:</u> Additional cost for all work required by the plans and specifications for the furniture (CID package) in care modules associated with Bid Option #16.			

	Job	Sum	***	\$_____
Am#1	<u>0027 OPTION NO. 24:</u> Additional cost for all work required by the plans and specifications for CCTV associated with Bid Option #14.			

	Job	Sum	***	\$_____
Am#1	<u>0028 OPTION NO. 25:</u> Additional cost for all work required by the plans and specifications for CCTV associated with Bid Option #15.			

	Job	Sum	***	\$_____
Am#1	<u>0029 OPTION NO. 26:</u> Additional cost for all work required by the plans and specifications for CCTV associated with Bid Option #16.			

	Job	Sum	***	\$_____
Am#1	<u>0030 OPTION NO. 27:</u> Additional cost for all work required by the plans and specifications for class II non-hazardous excess soil hauling from the project site to the disposal site.			

	CM	1000	\$_____	\$_____
Am#1	<u>0031 OPTION NO. 28:</u> Additional cost for all work required by the plans and specifications for class II non-hazardous excess soil disposal (Am#2) <u>at the accepting landfill, including disposal fees.</u>			

	CM	1000	\$_____	\$_____
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TOTAL BASE BID PLUS OPTIONS
 2,3,4,5,6,7,8,9,10,11,14,15,16,17,18,19,20,21,22,23,24,25, 26, 27 and 28
 \$_____

BIDDING SCHEDULE (Cont'd)

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.407-2)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Responders are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

5. EVALUATION OF OPTIONS (JUL 1990) (FAR 52.217-5)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

BIDDING SCHEDULE (Cont'd)

NOTES: (Cont'd)

6. EXERCISE OF OPTIONS (SWDR 715-1-1 (16 January 1996))

The Government reserves the right to exercise the option(s) by written notice to the Contractor either singularly or in any combination for up to 240 calendar days after award of the Base Bid without an increase in the Offeror's Bid Price. Completion of added items shall continue at the same schedule as the Base Bid unless otherwise noted in Section 01000 CONSTRUCTION SCHEDULE, paragraph 1 entitled SCHEDULE.

7. ABBREVIATIONS (Am#1)

<u>mm</u>	<u>millimeter</u>
<u>M</u>	<u>meter</u>
<u>CM</u>	<u>cubic meter</u>

END OF BIDDING SCHEDULE

SECTION 01411

ENVIRONMENT PROTECTION FOR LACKLAND AFB
AMENDMENTS NO. 0001 and 0002

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

1.1.1 Technical Assistance

Technical assistance for complex environmental problems shall be coordinated with Base Environmental Coordinator, 37 CES/CEV, 671-4844.

1.1.2 Subcontractors

The Contractor shall ensure compliance with this section by subcontractors.

1.1.3 Environmental Protection Plan

The Contractor shall submit an environmental protection plan to 37 CES/CEV within 5 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but shall not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Methods of protecting surface and ground water during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- j. Drawing of borrow area location. Protection measures required at the work site shall apply to the borrow areas including final restoration for subsequent beneficial use of the land.
- k. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial.
- l. Appropriate environmental training for Contractor's personnel during the construction period.
- m. Contractor and Subcontractor shall request and receive authorization to bring, store and use chemicals on Lackland AFB. AF Form 3952 will be submitted to 37 CES/CEV for proper coordination and tracking. Contractor and Subcontractors will participate in the Lackland AFB HAZMat Pharmacy program.
- n. Contractor and Subcontractors shall be responsible for managing and disposing of all wastes

generated during the period of performance. Contractor shall be responsible for all costs associated with the project. All waste issues shall be coordinated with 37 CES/CEV.

1.1.4 Permits

a. The Contractor shall obtain all needed permits or licenses. The Government will not obtain any permits for this project; see Contract Clause PERMITS AND RESPONSIBILITIES. The Environmental Protection Agency (EPA), through the National Pollutant Discharge Elimination System (NPDES), requires general permits, a notice of intent (NOI), and a notice of termination (NOT). The NOI shall be submitted at least 48 hours prior to start of construction."

1.1.5 Preconstruction Survey

Prior to starting any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the Contracting Officer and the Contractor upon mutual agreement as to its accuracy and completeness.

1.1.6 Meetings

The Contractor shall meet with representatives of the Contracting Officer to alter the environmental protection plan as needed for compliance with the environmental pollution control program.

1.1.7 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

The Contracting Officer will notify the Contractor in writing of any noncompliance with the provisions of paragraph GENERAL REQUIREMENTS above and the action to be taken. The Contractor shall, upon receipt of such notice, immediately take corrective action.

1.1.8 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the Contracting Officer will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the Contracting Officer in the administration of the contract under the contract clause SUSPENSION OF WORK.

1.1.9 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

1.1.10 Payment

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

1.2 APPLICABLE CRITERIA

In order to prevent and to provide for abatement and control of any pollution or environmental problems arising from the activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, and local laws, and regulation concerning environmental pollution control and abatement.

Work shall be accomplished within the guidance and limitations established by the following:

- a. The National Environmental Policy Act of 1969, PL 91-190.
- b. The Clean Air Act, November 1990 as amended.
- c. The Federal Water Pollution Control Act, December 1977 as amended, PL 95-271.
- d. The Safe Drinking Water Act of 1977, PL 95-190.
- e. The Noise Control Act of 1972, PL 95-574.
- f. Federal Insecticide, Fungicide and Rodenticide Act Amendments, 1972, PL 92-516.
- g. Toxic Substances control Act, 1976, PL 94-469.

- h. Resource Conservation and Recovery Act of 1976, PL 94-580.
- i. Solid Waste Disposal Act Amendments of 1980, as amended, PL 96-482.
- j. Title 40, Code of Federal Regulations, Part 260-265, Hazardous Waste Management System, 1980, and Part 761, Polychlorinated Biphenyls (PCBs), 1988.
- k. Texas Solid Waste Disposal Act, Article 4477-7 of the Revised Civil Statutes, effective September 1, 1981.
- l. Texas Water Quality Act, 1967, as revised.
- m. Clean Water Act 40CFR120
- n. Water Conservation Policy for Lackland AFB, May 2000
- o. Soil Management Plan for Lackland AFB

1.3 SUBMITTALS

In addition to the Environmental Protection Plan specified above in paragraph GENERAL REQUIREMENTS, the following shall be submitted to the Contracting Officer:

Storm Water Pollution Prevention Plan

Submit a copy of the Contractor's Pollution Prevention Plan (SWPPP) developed in accordance with PART 1 paragraph "Storm Water Pollution Prevention Plan" and the Environmental Protection Agency's storm water discharge regulations.

Hazardous Substance Reporting

The Contractor shall submit a copy of the attached Emergency Planning and Community Right to Know notification and other reports to the Contracting Officer and to the Facility Emergency Coordinator (FEC) as specified in PART 1 paragraph EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW REQUIREMENTS.

1.4 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

1.4.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

1.4.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

1.4.3 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer.

1.4.4 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated on the drawings. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

1.4.5 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan indicated on the drawings. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

1.4.6 Temporary Excavation and Embankments

If the Contractor proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work:

- a. A layout of all temporary roads, excavations, and embankments to be constructed within the work area.
- b. Details of road construction and stabilization.
- c. Details of the completed quarry or borrow excavation.
- d. Plans and cross sections of proposed embankments and their foundations, including a description of proposed materials and methods of embankment stabilization.
- e. A landscaping plan prepared by a competent landscape architect showing the proposed restoration of the area. Removal of any necessary trees and shrubs outside the limits of required clearing or quarry, borrow, or waste areas shall be indicated. The plan shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The plan shall provide for the obliteration of construction scars as such and shall provide for a reasonably natural appearing final condition of the area. Modification of the Contractor's plans shall be made only with the written approval of the Contracting Officer. No unauthorized road construction, excavation or embankment construction (including disposal areas) will be permitted.
- f. A revision of the Pollution Prevention Plan to include temporary excavation and embankments.

1.5 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

The Contractor shall not pollute storm or sewer lines, or swales with fuels, oils, bitumens, calcium chloride, acid, construction wastes, or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of river and streams.

1.5.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. Waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

1.5.2 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

1.5.3 Storm Water Pollution Prevention Plan

For project sites greater than 20,230 square meters (5 acres) in size (including all temporary access roads, trailer sites, storage areas, and any other disturbed area associated with the project), the Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) and complete a Notice of Intent (NOI) for Storm Water Discharges as required for an NPDES General Permit administered by the Environmental Protection Agency (EPA). The Contractor's detailed SWPPP shall be developed within the guidelines of the basic SWPPP provided in Section 01420 BASIC STORM WATER POLLUTION PREVENTION PLAN. The Contractor shall submit his NOI to EPA not later than 48 hours prior to start of work. A dated copy of the Contractor's SWPPP and NOI shall be submitted to the Contracting Officer prior to commencement of construction activities. In addition, the Contractor shall post a copy of the Corps' NOI, the Contractor's NOI, and a brief project description on the project bulletin board. For the project description, the Contractor may use Section 1.1 of the SWPPP or write a brief description.

The plan shall be coordinated with the base environmental office (37 CES/CEV) prior to implementation.

1.6 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State's rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor.

1.6.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

1.6.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

1.6.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

1.6.4 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise.

1.7 WASTE DISPOSAL

Disposal of wastes shall be as specified in Section 02220 DEMOLITION and as specified below.

1.7.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The contractor shall coordinate the waste classification and disposal with the base environmental office (37 CES/CEV). The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the management of waste.

1.7.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented as required by the SWPPP. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 150 mm of the top. Wastes shall be disposed of in accordance with Federal and local laws and regulations.

1.7.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations and in coordination with the base environmental office (37 CES/CEV). Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the base environmental office (37 CES/CEV). Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

1.8 HAZARDOUS AND/OR TOXIC MATERIALS

1.8.1 Hazardous Materials

A hazardous material is one that poses an unreasonable risk to the health and safety of the public, and/or the environment if not properly controlled during the handling, storage, manufacture, processing, packaging, use, disposal, or transportation. Hazardous materials may be elements or compounds, and can be found as gases, solids, liquids, or combination of these.

The storage and use of all hazardous materials used at Lackland AFB shall be authorized by the HAZMAT Pharmacy located within the base environmental office (37 CES/CEV). The appropriate authorization form shall be submitted and approved to document the approved use of any hazardous materials on Lackland AFB.

1.8.2 Material Safety Data Sheets (MSDS)

Any and all hazardous/toxic materials brought to the job site shall require the completion of the Material Safety Data Sheets (MSDS) (Re: DFARS 252.223-7004) as directed by the clause entitled Hazardous Material Identification and Material Safety Data. A listing of hazardous materials is provided in FS 313. The list of materials below, identified by Federal Supply Class and the particular section in which the material appears, is an anticipated listing and does not release the Contractor from identification, proper handling of hazardous/toxic materials, and submittal of the appropriate MSDS to assure adequate safety and protection of life and property for all hazardous/toxic materials brought to the job site.

<u>Section</u>	<u>Federal Supply Class</u>	<u>Description</u>
00900, 02050	1375	Demolition Materials
09250, 09510	5610	Mineral Construction Materials, Bulk
09900	6810	Chemicals
09900	6850	Miscellaneous Chemical Specialties
09900	7930	Cleaning and Polishing Compounds and Preparations
09900	8010	Paints, Dopes, Varnishes, and Related Products
07920	8030	Preservatives and Sealing Compounds
09900	9160	Miscellaneous Waxes, Oils, and Fats

1.8.3 Air Force Occupational Safety Health Standards

Air Force Occupational Safety Health Standard 161-21 Hazard Communications, also requires the Contractor to provide Material Safety Data Sheets (MSDS) for all chemicals being used at Lackland Air force Base (LAFB). The Contractor shall forward legible copies to LAFB Bio-Environmental Engineering Services at 59 MDW/ISAB, Building 5075, Phone 671-3351, through the Contracting Officer.

1.8.4 Waste material

Waste material is defined as any material for which no use or reuse is intended and which is to be discarded.

1.8.5 Hazardous Waste and Texas Regulated Waste

A hazardous waste is any solid, liquid, or contained gaseous material that you no longer use, and either recycle, throw away, or store until you have enough for treatment or disposal. A waste is considered hazardous if it meets the definition in 40 CFR 261 and it is ignitable (easily combustible or flammable reaction with other materials); corrosive (dissolves metals and other materials, or burns skin); reactive (violent chemical); and toxic (leaches toxic constituents such as heavy metals, pesticides, or other organic compounds). A waste is regulated in Texas if it meets the definition of Class I or II in 30 TAC 335.

1.8.5.1 Fluorescent lamps

Fluorescent lamps which contain mercury shall be recycled through a recycling center. Store fluorescent lamps in the same boxes that held the replacement lamps or in other similar-size containers. Box spacers shall be used to prevent lamp breakage.

The recycling centers are dedicated to provide turn-key transportation service direct from construction sites to their facilities. Furnish a certificate or recycling with the invoice assuring the mercury containing lamps have been processed.

1.8.5.2 Fluorescent light ballasts

Fluorescent light ballasts and small devices such as capacitors may or may not contain polychlorinated biphenyl (PCB) which is a toxic chemical. Contractor shall properly identify all light ballasts by removing each light fixture and checking the manufacturer's date on the back of the ballast. Any ballasts with a date of 1980 (80) or after will be non-PCB ballast or the label on the front of the ballast shall be checked for the words "non-PCB". The non-PCB ballasts shall be disposed of by contractor as regular waste. The PCB ballasts shall be disposed of by contractor as hazardous waste. The PCB ballasts shall be put on department of transportation (DOT) containers and a PCB label affixed to the container before shipment. Disposal shall be coordinated with the base environmental office (37 CES/CEV).

1.8.6 Disposal

Hazardous waste, containers, Texas regulated waste, or components thereof, shall be disposed of in a permitted hazardous waste disposal site only; no other location shall be utilized for such disposal. Only hazardous waste sites which are permitted by the US Environmental Protection Agency, the State of Texas, or the state in which the disposal will occur, shall be utilized for such disposal actions. Coordination with Base Environmental Coordinator (37 CES/CEV) for disposal/storage activities is mandatory prior to disposal.

1.8.6.1 Hazardous Waste Disposal

Hazardous waste generated as a result of the contract action, is the Contractor's responsibility to be disposed of at Contractor's expense and no separate or direct payment shall be made and the cost shall be

considered incidental to and included in the contract price(s). All disposal actions shall be accomplished and in compliance with the "Manifest System" for shipment and ultimate disposal. The Contractor shall ensure that such transporting and disposal are in strict compliance with the established criteria (40 CFR Parts 260 thru 265 and 761). The manifest will be signed by the base environmental coordinator (37 CES/CEV) and a copy of the completed manifest as well as a final copy from the disposal facility shall be provided to the 37 CONS/LGCC and the 37 CES/CEV, Base Environmental Flight. Copies of the appropriate criteria are available from the 37 CES/CEV in building 5460. Any and all fines, penalties, or cost incurred as a result of improper disposal shall be paid by the Contractor.

1.8.6.2 "Manifest System"

Disposal actions shall be accomplished in compliance with the "Manifest System" for shipment and ultimate disposal. The Contractor shall ensure that such transporting and disposal are in strict compliance with the established criteria (40 CFR Parts 260 thru 265 and 761). A copy of the completed manifest shall be provided to the Base Environmental Coordinator and Contract Administrator. Copies of the appropriate criteria are available from the Base Environmental Coordinator and assistance/guidance to ensure compliance will be provided upon request.

1.8.6.3 Fines, Penalties, or Costs

Any fines, penalties, or costs incurred as a result of improper disposal by the Contractor shall be paid at his expense.

1.8.7 Notification

In case of an incident or spill caused by the contractor that involves a hazardous material(s) as defined by 40 CFR 302.4-302.5 or hazardous waste(s) as defined by 40 CFR 261, the contractor shall notify immediately the Lackland AFB Fire Department 911 or 671-0911 with the used of a cellular telephone. Contractor shall provide the spill material (with MSDS sheets), incident report, amount, and location. Within 24 hours of the incident the contractor shall provide a spill incident report detailing the following:

- a) Date and time of the incident.
- b) Date and time of Fire Department notification.
- c) Material/Waste spilled (include MSDS(s)).
- d) The estimated quantity spilled.
- e) The location (8 1/2"x11" Site Map).
- f) The probable cause for spill.
- g) Any reported injuries.
- h) Any containment procedures implemented.
- i) Disposition of all materials/wastes spilled, i.e. cleaned up, absorbed in soil, discharged to sanitary sewer, etc.

In the event that the spill cannot be cleaned up by the contractor, Lackland AFB emergency response personnel will clean it up and the contractor will be responsible for reimbursement to the government for all costs associated with the response/cleanup action.

1.8.8 Soils Management at Lackland AFB.

All soil at the project site shall be managed in accordance with the Lackland AFB Soil & Water Management Plan. This plan provides procedures for the identification and handling of soil, water and associated materials, including, but not limited to construction debris, generated during construction and maintenance activities that may require special handling due to the constituents of the soil. This Plan is applicable to all construction or maintenance activities, including utility service activities, conducted on Lackland Air Force Base. **The plan is included as a part of this specification section, beginning at paragraph 1.15.**

1.9 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Historical, archeological, and cultural resources are not anticipated to be found within the area covered by this project. Should an area of concern be identified during construction, the contractor shall take precautions to preserve all such resources as they existed at the time they were first pointed out. The Contractor shall provide and install protection for these resources and be responsible for their preservation during the life of the contract. If during excavation or other construction activities any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer. While waiting for instructions the Contractor shall record, report, and preserve the finds by installing protective devices such as off limits markings, fencing, barricades or other devices until the proper authorities have been notified. The Contractor shall leave the archeological find undisturbed and shall flag an area of 15 meters (50 feet) radius around the find. Any work required to preserve or protect these finds will be accomplished by change order under the clause entitled Changes of the CONTRACT CLAUSES.

1.10 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

1.11 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

1.12 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

1.12.1 Storm Water Pollution Prevention Plan

For construction sites covered by a General Construction Permit for Storm Water Discharges, the Contractor's quality control organization shall inspect pollution control structures and activities a minimum of once every seven calendar days and within 24 hours after any storm event of greater than 13 mm until final stabilization is achieved. A sample Inspection and Maintenance Report form is included in Section 01420 OUTLINE OF A DETAILED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). An inspection report for each inspection shall be retained on site by the Contractor. In addition, the Contractor shall furnish a copy of each report to the Contracting Officer. When the inspection reveals inadequacies, the pollution prevention measures in the Contractor's Pollution Prevention Plan must be revised and changes implemented within seven days after the inspection. After final stabilization has been achieved, the Contractor shall inspect the site once a month until final inspection and project acceptance by the Corps. After project acceptance, the Contractor shall halt all inspections and shall independently submit a Notice of Termination (NOT) to TNRC/ EPA for the General Construction.

1.13 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

1.14 EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW REQUIREMENTS

The Contractor shall comply with the requirements of Sections 301 through 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA), also known as Superfund Amendments and Reauthorization Act (SARA) Title III, as published in 40 CFR Part 355. The Contractor shall also comply with all state regulations and procedures which result from EPCRA and the hazard communication program requirements of COE EM 385-1-1. The following planning and reporting requirements involve the Contractor's reporting requirements but are not all inclusive; i.e. transport regulations are not addressed. It is the Contractor's responsibility to comply with all Federal, state, and local emergency planning and reporting requirements.

1.14.1 Definitions and Acronyms

1.14.1.1 CERCLA Hazardous Substance (CHS)

A CERCLA Hazardous Substance (CHS) is any substance listed in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, also referred to as Superfund; the list of substances also appears in Table 302.4 of 40 CFR 302.

1.14.1.2 Contracting Officer (CO)

For purposes of the Emergency Planning and Community Right-to-Know Act (EPCRA), the Contracting Officer (CO) will be considered the site owner or operator's construction representative.

1.14.1.3 Extremely Hazardous Substance (EHS)

An Extremely Hazardous Substance (EHS) is any substance listed in Appendices A and B of 40 CFR 355.

1.14.1.4 Facility Emergency Coordinator (FEC)

Facility Emergency Coordinator (FEC) is the representative of the facility Owner or Operator. The Contractor shall identify the FEC and notify the FEC as described below each time the Contractor brings a hazardous substance onto the construction site.

1.14.1.5 Hazardous Chemical Substance (HCS)

A Hazardous Chemical Substance (HCS) is any substance defined as hazardous under 29 CFR 1910.1200, with exceptions as listed in 40 CFR 370.2; generally any substance with a Material Safety Data Sheet (MSDS).

1.14.1.6 Reportable Quantity (RQ)

Reportable Quantity (RQ) is a specified minimum amount of a CHS or an EHS which, if released, must be reported immediately to the FEC. The RQ for a CHS is listed in Table 302.4 of 40 CFR 302; the RQ for an EHS is 0.45 kg (1 pound).

1.14.1.7 Threshold Planning Quantity (TPQ)

Threshold Planning Quantity (TPQ) is a specified minimum amount of an EHS which, if brought onto the construction site, must be reported within a stated time to the FEC. The TPQ for an EHS is listed in Appendices A and B of 40 CFR 355 or is the quantity published in state code, whichever is less.

1.14.2 Hazardous Substance Reporting

Whenever a HCS or an EHS substance is brought onto the construction site, the Contractor shall submit the attached reporting form to the FEC, the fire department with jurisdiction over the site, and the Contracting Officer as described below:

a. within 5 days for an EHS substance which (1) equals or exceeds its TPQ, or (2) is a solid or liquid weighing 225 kg (500 pounds) or more, whichever is less, or

b. within 10 days for a HCS substance which equals or exceeds 4,500 kg (10,000 pounds) for a solid or 208 liters (55 gallons) for a liquid.

1.14.3 Emergency Release Notification for Listed Hazardous Substances

The Contractor shall immediately notify the FEC and the Contracting Officer if there is a release of an EHS or a CHS substance whose quantity equals or exceeds its RQ.

1.14.3.1 Emergency Notification Information

Emergency notifications shall consist of the following information:

a. The Contractor's name, the name and telephone number of the person making the report, and the name and telephone number of the Contractor's contact person;

b. The chemical name and identification;

c. An estimate of the quantity released;

d. The location of the release;

e. The time and duration of the release;

f. The medium receiving the release (air, land, water);

g. Known acute or chronic health risks;

h. Medical advice when necessary; and

i. Recommended community precautions.

1.14.3.2 Follow-Up Notice

Within 5 days of the release, a written follow-up notice of the release shall be provided to the FEC and the Contracting Officer. The written notice shall update information provided in the initial report, provide detailed information on the response actions taken, and provide advice regarding medical attention necessary for exposed individuals.

1.14.3.3 State EPCRA Agency

The Contractor may call the following agency for information about EPCRA requirements:

Texas Department of Health
Hazard Communication Branch
West 49th Street
Austin, Texas 78756
Telephone Numbers: 1-800-452-2791 (inside Texas)
512-834-6603 (outside Texas)

1.15 SOIL & WATER MANAGEMENT PLAN

1.15.1 General Provisions

1.15.1.1 Purpose and Application

The purpose of this Soil & Water Management Plan (Plan) is to provide procedures for the handling of soil, water and associated materials, including, but not limited to construction debris, generated during construction and maintenance activities. This Plan is applicable to all construction or maintenance activities, including utility service activities, conducted on Lackland Air Force Base, the Lackland Training Annex (LTA), and the portion of Kelly Air Force Base subject to realignment to Lackland Air Force Base (Kelly Field Annex) before and after the date of such realignment.

1.15.1.2 Requirement to Backfill

The Contractor of any construction or maintenance activity will return or backfill the maximum amount of soil possible, except for wet soil, to the excavation from which it originated.

1.15.1.3 Reservation of Rights

Notwithstanding Contractor responsibilities under this Plan the Government reserves the right to handle and manage excess soils or contaminated water accumulated in connection with any construction or maintenance activity on Government property, if the Government chooses to do so.

1.15.1.4 Special Definitions:

a. "Contractor" is any person, operator, contractor or subcontractor, including a utility provider, who performs work involving construction or maintenance activities on Government property under or through a

contract or agreement with the Government.

b. "Excess soil" is the soil that cannot be returned to the excavation.

c. "Installation Restoration Program (IRP) site" is a site where hazardous substances have been deposited, stored, disposed of, placed, or have otherwise come to be located, and has been designated by the Government as an Installation Restoration Program site pursuant to its Installation Restoration Program.

1.15.1.5 Revisions

The Government may revise this Plan from time to time to comply with changes in environmental laws or for other purposes consistent with Government missions. At least 90 days prior to the proposed implementation of any such revision, unless a shorter period is necessitated to comply with the law, the Contracting Officer (CO) will notify in writing each affected Contractor of the proposed revision. The parties will consult to determine whether a Contractor's agreement or contract incorporating this Plan by reference needs to be modified.

1.15.1.6 Conflicts

In the event of a conflict between this Plan and applicable law, the applicable law controls.

1.15.1.7 Point of Contact

The point of contact for implementation of this Plan is the Base Environmental Coordinator 37 CES/CEV, 210 671-4844.

1.16 Work Procedures

1.16.1 Contaminated Soil or Water Management and Identification

a. Identification: The soil and water on the project site has not been analyzed but might contain chlordane in isolated locations.

b. Management: The Government will test and dispose of all soil or water that is or is reasonably suspected of being contaminated in compliance with all applicable laws, regulations, and Government policy, including but not limited to this Plan.

1.16.1.1 Disposal of Excess Soil (Options 27 & 28) (Am#1)

(Am#1) The contractor shall assume that the excess (Am#1) soil is Class 2 non-hazardous. Class 2 waste disposal requires the submission of a Request of Authorization for Disposal of a Special Waste to TNRCC. Normal processing time from TNRCC is 2-4 weeks.

1.16.1.2 Testing (Am#1)

Testing of (Am#2) soil identified by the Contractor to be "excess" (AM#2) will be accomplished by the Government. (Am#1) Hauling and disposal of contaminated soil will be by the Government. (Am#1) Hauling and disposal of Class II non-hazardous soil will be accomplished by the Contractor. Assume all excess soil will be Class II non-hazardous. All soil excavation will be accomplished by the Contractor.

The contractor shall program for construction delays resulting from Government sampling analysis, waste classification and/or TNRCC special waste authorization intervals.

1.16.1.3 Excavated Soils

(AM#2) Excavated soils that are identified to be "excess", to be removed from the project site, shall be temporarily stockpiled on site, pending laboratory test results, only at work area locations designated by the Contracting Officer. Soils identified as "excess" shall be stockpiled separately from soil to remain on site. Excess soil shall be enveloped in 0.15 mm (6 mil) thick liners or equivalent at the end of each work day and during periods of possible precipitation. The liner material shall be compatible with hydrocarbon constituents. Soils shall be excavated by the Contractor. Excess soil handling on site as described in this paragraph is contained within the base bid cost.(AM#2)

1.16.2 Digging Permit:

a. Application: The Contractor must apply for an Government Digging Permit not less than fourteen (14) days before the proposed commencement of any digging. Permit applications shall be submitted to the Contracting Officer. Emergency situations are covered in paragraph "Emergency Situations."

b. Permit Issuance:

(1) The Digging Permit will be routed through all necessary components of the Lackland Air Force Base to identify conflicts with other known underground structures, and to identify areas of possible contamination.

(2) If no soil or water contamination is suspected in the proposed work area the Contractor may proceed.

(3) If the proposed work area contains known or suspected areas of soil or water contamination, the Permit will be annotated to indicate the location of any known or suspected contamination. The Permit may also indicate the type of suspected contamination if that information is available. The Contractor will proceed only at the direction of the Contracting Officer.

1.16.3 Emergency Situations:

a. In emergency situations the Contractor may proceed as necessary to accomplish any required work, subject to applicable Federal, state, and local laws and regulations.

(1) Excavated soils will be staged within the immediate work area.

(2) Deleted

b. Permit Application: As soon as practicable, but not later than three (3) days after commencing emergency digging activities, the Contractor will notify the Government of its emergency digging activities so the Government can issue a Digging Permit. Following issuance of the Digging Permit, the Contractor will continue the work as provided for in this Plan for nonemergency activities.

1.16.4 Contractor Identified Contamination

a. Prior to Contract Notice to Proceed, there is no known contaminated water or soil at the site.

b. Notice: If during the excavation the Contractor identifies or suspects soil or water contamination not identified on either the Digging Permit or previously on maps supplied to the Contractor, the Contractor shall immediately notify the Contracting Officer of its suspicion.

1.17 Excess Soil Disposal1.17.1 Classification and Manifests

a. The Government will receive the analytical documents from the laboratory and coordinate with the Contractor regarding waste characterization and disposal facility. A Lackland 37CES/CEV representative will sign the manifest.

b. The contractor will be responsible for hauling and disposing Class II non-hazardous soils. The contractor will provide to the Contracting Officer a copy of the manifest showing delivery to and acceptance by the receiving facility within 30 days of disposal.

1.17.2 Wet Soil

a. The Contractor will manage clean wet soil as directed by the Contracting Officer (CO).

b. The Government will dispose of contaminated wet soil as indicated above for similarly classified soil.

1.18 Water Disposal

Water not suspected of being contaminated, based upon existing information or site indicators, may be disposed of by pumping it directly onto the ground.

1.19 FORMS

The EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW NOTIFICATION form is attached to the end of this Section.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --